

MEMORANDUM OF UNDERSTANDING  
ON COOPERATION TO IMPROVE ENVIRONMENTAL DATA AND SERVICES FOR  
SURFACE TRANSPORTATION

BETWEEN THE

FEDERAL HIGHWAY ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION

AND THE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
U.S. DEPARTMENT OF COMMERCE

Article I. Background and Purpose

The Federal Highway Administration of the U.S. Department of Transportation (hereinafter referred to as FHWA), and the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce (hereinafter referred to as NOAA), together referred to as the Parties, have related responsibilities in a number of program areas. It is in the national interest that such programs be closely coordinated and mutually supportive.

The mission of the FHWA is to create the best possible transportation system for the American people through proactive leadership, innovation, and excellence in service.

The mission of NOAA is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs.

The purpose of this Memorandum of Understanding is to establish a framework for cooperation and coordination between the FHWA and NOAA, enabling the provision of timely, accurate and relevant environmental data and services on a scale that supports the safe and efficient movement of people and goods. This MOU is designed to facilitate effective work operations for FHWA and NOAA scientists and managers, and to address the Nation's surface transportation weather needs.

The FHWA and NOAA believe that a formal memorandum will provide the proper structure and basis for implementing and expanding existing efforts, including: monitoring, research, development, applications, and operations in the surface transportation field.

Article II. Scope

This MOU serves as an umbrella agreement, setting forth the general terms and conditions under which the Parties will coordinate and cooperate in activities involving the physical sciences and environmental studies. Cooperative research and operational activities in these fields may include, but are not limited to the exchange of technical information and services, development of joint studies of mutual interest, training of appropriate users of surface weather information, exchange visits of individuals sponsored by either Party who are engaged in research projects of

mutual interest within the scope of regular programs of FHWA and NOAA, and transition of prototype projects into operations.

### Article III. Agreements/Responsibilities

The FHWA agrees to apply its expertise in transportation research; the development and dissemination of training and outreach materials; coordination and collaboration with the surface transportation community (e.g., State and local departments of transportation, emergency managers, commercial vehicle operators, transit operators, road users, private sector), both as weather data providers and as users of weather information targeted for the surface transportation environment; and working with our public and private partners to establish 21<sup>st</sup> century operations using 21<sup>st</sup> century technology/Intelligent Transportation Systems, as they pertain to adverse weather.

NOAA agrees to apply its expertise in weather and geodetic products, services, monitoring, and research to deliver operational forecasts and warnings; disseminate and archive products and data; develop and employ advanced forecast, model, and GPS positioning systems and techniques; as well as train transportation community decision makers on available information and services.

The Parties agree to:

- cooperate in mutual areas of interest: sharing data, information, and findings;
- develop individual agreements between the FHWA and NOAA for specific work when mutually beneficial and agreeable;
- cooperate and support the operation of all programs of mutual interest;
- regularly provide updates on program activities, technology application, development and related work pertaining to cooperative activities pursued under this MOU; and
- lead a Working Group comprised of Federal agencies, for Weather Information for Surface Transportation (WG/WIST). The primary responsibility of the WG/WIST will be to coordinate related programs and research within the full range of interface between the Parties, and other agencies as required.

### Article IV. Implementation

Updates on program activities, technology application, development and related work pertaining to cooperative activities pursued under this MOU will occur through written correspondence, FHWA/NOAA coordination meetings held at least once per year, and other mechanisms.

The FHWA/NOAA-led WG/WIST will be jointly chaired by FHWA and NOAA. The WG/WIST will have authority to establish joint action groups to undertake studies, and will meet at least twice per year.

The point of contact within FHWA for this MOU is the Road Weather Management Team Leader. The point of contact within NOAA for this MOU is the NOAA Surface Weather Program Manager.

### Article V. Financial Arrangements

Each signatory agency will provide funds, human resources, equipment, supplies, facilities, training, public information, and expertise to the extent that its participation is needed and funds and other resources are available. This MOU is not a funds obligation document. Any activities involving transfer of funds between the Parties will be documented in separate implementing agreements, with specific projects between the parties spelled out. The appropriate statutory authorities for the parties to enter into such separate agreements shall be set forth in each agreement and may include, but are not limited to, the Economy Act (31 U.S.C. 1535) and the joint project authority of 15 U.S.C. 1525.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals. This MOU is subject to the availability of funds and does not obligate the Parties to expend appropriations or to enter into any agreements, contracts, or other obligations.

#### Article VI. Terms of Understanding

Effective date: This MOU shall take effect upon the date of the last signature.

Modification: This MOU may be renegotiated, amended, or modified at any time by mutual written agreement of the Parties.

Termination: This MOU shall remain in effect for a period of five (5) years from the date of the last signature. This MOU may be terminated by either agency by providing written notice to the other agency at least 90 calendar days in advance of the effective date of termination. The termination of this MOU shall not affect the validity or duration of activities or agreements under this MOU which are initiated prior to termination.

Renewal: This MOU may be renewed for additional periods of five (5) years, by mutual written consent of the Parties.

Review: This MOU shall be reviewed annually by the parties prior to the anniversary date.

#### Article VII. Authorities

The authorities for FHWA to enter into this MOU include:

Section 5204 of the Transportation Equity Act for the 21<sup>st</sup> Century, Pub. L. No. 105-178, 117 Stat. 107, 453-455 (23 U.S.C. 502 note).

The authorities for NOAA to enter into this MOU include:

- 15 U.S.C. 313;
- 33 U.S.C. 883a;
- 33 U.S.C. 892-892d; and
- Establishment of Nationwide Differential Global Positioning System, Public Law 105-66, Title III, Sec. 346, Oct. 27, 1997 (49 U.S.C. 301 note).

## Article VIII. Publication and Release of Information

Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both agencies have an opportunity to review manuscripts prior to publication. To the extent possible, decisions involving authorship, review of reports, and other conditions and circumstances will be addressed during the preparation of Interagency Agreements referencing this MOU.

Should differences of viewpoint occur, the parties will make every effort to reconcile the differences. However, this shall not prohibit either agency from publishing the data or information provided they assume sole responsibility and give appropriate credit to the other agency.

The Parties agree that sharing credit is mutually beneficial, and will make every effort to assure that appropriate citation and attribution, including the use of official agency emblems and seals, is given for work performed under this MOU.

Publicity and Public Information Products, including news releases, reports, briefing papers, or other information products, are subject to the same terms and conditions as other publications.

Any commitment of either party to preserve the confidentiality of information is subject to applicable United States laws and regulations.

## Article IX. Authorized representatives

Authorized representatives to enter into Interagency Agreements referencing this MOU are identified in Agency Manuals.

## Article X. Other Rights or Benefits

Nothing in this MOU is intended to diminish or otherwise affect the authority of each agency to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers, or any other person.

## Article XI. Approval

Federal Highway Administration  
U.S. Department of Transportation

National Oceanic and  
Atmospheric Administration  
U.S. Department of Commerce

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: Administrator, Federal  
Highway Administration

Date:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: Under Secretary for Oceans  
and Atmosphere

Date: